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Attorneys for Plaintiffs Akimasia Walker and Megan Williams

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

AKIMASIA WALKER, on behalf of herself and
all others similarly situated; and MEGAN
WILLIAMS, on behalf of herself and all others
similarly situated,

Plaintiffs,

v.

RAPID ACTION LLC dba RAPID STAFF, an
Illinois limited liability company; TOTALMED
LLC, a Delaware limited liability company; and
DOES 1 through 50, inclusive

Defendants.

Case No.: 26STCV00185

**COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 *et seq.*)**

[AMOUNT DEMANDED EXCEEDS
\$35,000.00]

Plaintiffs Akimasia Walker and Megan Williams (“Plaintiffs”), by and through their attorneys of record, bring this enforcement action under the Private Attorneys General Act of 2004 (“PAGA”) on behalf of themselves, the State of California, and all aggrieved employees against Defendants Rapid Action LLC dba RapidStaff, TotalMed LLC, and Does 1 through 50 (collectively, “Defendants”), on the following grounds:

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INTRODUCTION

1. This enforcement action is brought by Plaintiffs, on behalf of themselves, the State of California, and all current and former non-exempt employees of Defendants who were assigned to work for Defendants' clients engaged in a labor dispute inside California during the relevant period (referred to herein as "Aggrieved Employees").

2. Through this action, Plaintiffs allege that Defendants have violated the California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") Wage Orders by, among other things:

- a. Failing to timely pay all minimum and/or regular wages during employment;
- b. Failing to timely pay all overtime and/or double time wages during employment;
- c. Failing to pay contractual wages during employment;
- d. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment;
- e. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment;
- f. Failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties;
- g. Failing to reimburse for necessary business expenses;
- h. Failing to furnish accurate itemized wage statements; and
- i. Failing to maintain accurate employment records.

3. By and through this enforcement action, Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek to recover all available remedies including, but not limited to, civil penalties, injunctive relief, reasonable attorneys' fees and litigation costs.

4. All allegations in this complaint are based upon information and belief except those allegations specifically pertaining to Plaintiffs, which are based upon their personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

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JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 410.10. Defendants conduct business in California. The amount in controversy, exclusive of interest, costs, and attorneys’ fees exceeds the minimum jurisdictional amount for this Court.

6. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Aggrieved Employees within this county and throughout the State of California.

THE PARTIES

7. At all times relevant to this complaint, Plaintiff Akimasia Walker (“Plaintiff Walker”) was an adult working as a healthcare worker and a resident of the State of Georgia.

8. At all times relevant to this complaint, Plaintiff Megan Williams (“Plaintiff Williams”) was an adult working as a healthcare worker and a resident of the State of Tennessee.

9. Defendant Rapid Action LLC dba RapidStaff is an Illinois limited liability company that is duly authorized to do business in California. Defendant Rapid Action LLC dba RapidStaff provides strike and crisis healthcare staffing. Upon information and belief, as of May 1, 2025, Defendant Rapid Action LLC has forfeited status in California.

10. Defendant TotalMed LLC is a Delaware limited liability company that is duly authorized to do business in California. Defendant TotalMed LLC is believed to be the parent company of Defendant Rapid Action LLC dba RapidStaff. Defendant TotalMed LLC is a staffing agency for healthcare workers.

11. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

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1 12. Plaintiffs are informed and believe, and thereon allege, that Defendants, at all times
2 relevant to this complaint, were employers subject to the Labor Code and applicable IWC Wage Order, as
3 defined therein, whose employees were and are engaged in work throughout this county within the state
4 of California.

5 13. At all times relevant to this complaint, the acts alleged to have been done and/or caused by
6 the named defendants are also alleged to have been done and/or caused by the fictitiously named
7 defendants and by each of their agents and/or employees who acted within the scope of their agency and/or
8 employment.

9 14. At all times relevant to this complaint, each named defendant, including each fictitiously
10 named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of
11 the other defendants, and in doing the things alleged herein, acted within the course and scope of such
12 agency, employment, alter-ego and/or in furtherance of the joint venture.

13 15. At all times relevant to this complaint, the acts and/or omissions of each of the defendants,
14 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
15 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
16 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including
17 each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one
18 of the acts and/or omissions complained herein. Each defendant, including each fictitiously named
19 defendant, was and is acting with the authority of each and every other defendant and/or are acting as
20 agents of each and every other defendant or Doe defendant.

21 16. At all times relevant to this complaint, there was a unity of interest and ownership between
22 each defendant, including each fictitiously named defendant, such that all defendants acted as a single
23 employer of Plaintiffs and all other Aggrieved Employees.

24 17. At all times relevant to this complaint, each defendant, including each fictitiously named
25 defendant, exercised supervision and control over the wages, hours, and/or working conditions of
26 Plaintiffs and all other Aggrieved Employees, including, but not limited to, implementing standard
27 policies and procedures.

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1 18. At all times relevant to this complaint, each defendant, including each fictitiously named
2 defendant, was the employer or other person acting on behalf of the employer, within the meaning of
3 Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

4 19. At all times relevant to this complaint, each defendant, including each fictitiously named
5 defendant, caused Aggrieved Employees, including Plaintiffs, to work and/or prevented Plaintiffs and
6 other Aggrieved Employees from working.

7 20. At all times relevant to this complaint, each defendant, including each fictitiously named
8 defendant, had control over the Aggrieved Employees.

9 21. Each defendant, including each fictitiously named defendant, is alleged to have caused
10 each of the violations alleged herein.

11 22. Each defendant, including each fictitiously named defendant, is jointly and severally liable
12 for each of the violations alleged herein.

13 **FACTUAL ALLEGATIONS**

14 23. Plaintiffs re-allege and incorporate by reference all other allegations contained in this
15 Complaint as though fully set forth herein.

16 24. Plaintiff Walker resides in Georgia and was employed by Defendants as a non-exempt,
17 hourly employee to provide relief at Kaiser Permanente facilities in California experiencing a strike.
18 Plaintiff Walker was responsible for providing patient care during shifts ranging from eight to 12 hours at
19 the facilities assigned to her by Defendants. Plaintiff Walker no longer works with Defendants.

20 25. Plaintiff Williams resides in Tennessee and was employed by Defendants as a non-exempt,
21 hourly employee to provide relief at Kaiser Permanente facilities in California experiencing a strike.
22 Plaintiff Williams worked shifts of eight to 12 hours at the facilities assigned to her by Defendants and
23 was responsible for providing patient care. Plaintiff Williams no longer works with Defendants.

24 26. Defendants employ non-exempt, hourly, healthcare workers to perform work at healthcare
25 facilities that are in need of staff due to strikes or other crises.

26 27. At all times relevant to this complaint, Defendants employed other Aggrieved Employees
27 in various non-exempt positions and paid them an hourly wage.

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28. At all times relevant to this complaint, Defendants hired, assigned, and paid Aggrieved Employees to perform work at healthcare facilities in California. Defendants required Aggrieved Employees to travel to California for purposes of employment.

29. At all times relevant to this complaint, the policies and practices applicable to Plaintiffs were also applicable to other Aggrieved Employees.

30. In or around October 2025, Defendants hired, assigned, and paid Plaintiffs and other Aggrieved Employees to work at Kaiser Permanente facilities in California experiencing a strike.

I. Plaintiffs and Aggrieved Employees Are Transportation Workers Engaged in Interstate Commerce

31. Plaintiffs and other Aggrieved Employees are a class of “transportation workers” engaged in interstate commerce and are therefore exempt from the Federal Arbitration Act (“FAA”) under Section 1 of that Act. Defendants’ business model involves recruiting, hiring, and deploying healthcare workers, like Plaintiff, from their homes across the United States to travel to and work at healthcare facilities in California and other states experiencing labor disputes.

32. The work that Plaintiffs and the Aggrieved Employees are hired to perform is predicated on, and cannot be separated from, the act of interstate travel. Their job is not merely to work at a fixed site in California; their job is to travel across state lines to provide temporary labor. This continuous and essential interstate movement places them squarely within a “class of workers engaged in foreign or interstate commerce” analogous to other workers whose roles are fundamentally defined by interstate movement. As such, any arbitration agreement they may have entered into is not enforceable under the FAA.

II. Defendants’ Failure to Pay for All Hours Worked

33. At all times relevant to this complaint, Defendants, from time to time, did not pay Aggrieved Employees, including Plaintiffs, for all hours worked, including, but not limited to, time spent on models, onsite induction and orientation, and work performed at their assigned facilities.

34. At all times relevant to this complaint, Defendants, from time to time, failed to pay some Aggrieved Employees, including Plaintiffs, for their work-required commute time and associated wait time, including, but not limited to, commuting between cities, between hotels, between worksites, and

1 between worksites and hotels, which the affected Aggrieved Employees were directed to do by Defendants
2 and/or during which they suffered or were permitted to work for Defendants. For instance, Plaintiff Walker
3 was assigned to a hotel that was nearly 40 minutes away from her assigned healthcare facility, but she was
4 not compensated for her travel time between the hotel and the worksite.

5 35. At all times relevant to this complaint, Plaintiffs and other Aggrieved Employees, from
6 time to time, had to wait in line to get inside of the healthcare facility. However, Defendants, from time
7 to time, did not compensate Plaintiffs and other Aggrieved Employees for the time they spent waiting to
8 enter the healthcare facility.

9 36. At all times relevant to this complaint, Defendants implemented a faulty timekeeping
10 system that, from time to time, resulted in hours worked not being recorded or properly paid.

11 **III. Defendants' Failure to Pay Earned Non-Discretionary Bonuses and Guaranteed Pay**
12 **or to Include Them in Regular Rate Calculations**

13 37. At all times relevant to this complaint, Defendants' contracts with Aggrieved Employees
14 promised various non-discretionary bonuses including early arrival incentives, inconvenience bonuses,
15 and guarantee pay.

16 38. At all times relevant to this complaint, Defendants, from time to time, failed to pay
17 Aggrieved Employees their earned non-discretionary bonuses, including guarantee pay.

18 39. At all times relevant to this complaint, Defendants, from time to time, failed to properly
19 incorporate the non-discretionary bonuses (whether paid or not) and guarantee pay into the calculation of
20 the regular rate of pay for purposes of paying overtime, meal period premiums, and rest period premiums
21 to Aggrieved Employees.

22 **IV. Defendants' Failure to Pay Daily as Promised in Contract**

23 40. The contract Plaintiffs and other Aggrieved Employees had with Defendants stated that for
24 the strike assignment, they were supposed to receive daily pay once the strike officially began.

25 41. Despite performing work when the strike officially began, Plaintiffs and other Aggrieved
26 Employees, from time to time, were not paid daily as promised in the contract.

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V. Defendants' Failure to Pay Contractual Wages

42. At all times relevant to this complaint, Defendants contractually promised to provide guaranteed pay, daily pay during the strike, and non-discretionary bonuses to Plaintiffs and Aggrieved Employees if they fulfilled certain terms and conditions.

43. Plaintiffs, and upon information and belief, the Aggrieved Employees to whom Defendants promised such payments and/or bonuses, performed all of the required terms and conditions, except those from which they were excused from performing.

44. Defendants, however, from time to time, failed to pay or otherwise timely pay such payments and/or bonuses to Plaintiffs and other Aggrieved Employees who had earned them, thereby breaching their contracts with them.

VI. Defendants' Failure to Provide Lawful Meal or Rest Periods and Their Failure to Pay Required and Proper Premiums for Non-Complaint Periods

45. At all times relevant to this complaint, Defendants, from time to time, failed to provide Aggrieved Employees with the opportunity to take lawful meal or rest periods under California law. Plaintiffs and other Aggrieved Employees were, from time to time, unable to take uninterrupted, off-duty meal periods of at least 30-minutes and/or off-duty, uninterrupted 10-minute rest periods for every four hours worked.

46. At all times relevant to this complaint, Defendants, from time to time, failed to pay the required and proper premiums owed to these Aggrieved Employees for non-compliant meal and rest periods.

47. To the extent Defendants paid any meal or rest period premiums, from time to time, Aggrieved Employees were not paid at the appropriate regular rate of pay because non-discretionary bonuses and guaranteed pay were not included in the calculation to determine the regular rate of pay.

VII. Defendants' Failure to Pay Premium Wages

48. Upon separation of employment, Defendants willfully failed to timely pay Plaintiffs and other former Aggrieved Employees for all time worked, meal and rest break premiums, and overtime wages.

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1 49. Plaintiffs and other former Aggrieved Employees have yet to be paid all wages that were
2 owed upon separation of employment.

3 50. Plaintiffs and other former Aggrieved Employees have not been paid the required waiting
4 time penalties for Defendants' failure to pay all wages due and owing upon separation of employment.

5 **VIII. Defendants' Failure to Reimburse for Necessary Business-Related Expenditures**

6 51. At all times relevant to this complaint, Defendants, from time to time, failed to reimburse
7 Aggrieved Employees, including Plaintiffs, for their necessary business-related expenditures.

8 52. From time to time, Defendants required Plaintiffs and other Aggrieved Employees to use
9 their personal cell phones for work-related purposes, including work-related communications with
10 management, timekeeping through mobile applications, and other tasks essential to their job duties.

11 53. Despite requiring Aggrieved Employees to use their personal devices for work purposes,
12 Defendants, from time to time, did not sufficiently reimburse Aggrieved Employees for use of their
13 personal cell phones for work purposes.

14 **IX. Defendants' Failure to Furnish Accurate Itemized Wage Statements and Maintain**
15 **Accurate Records**

16 54. At all times relevant to this complaint, Defendants, from time to time, failed to furnish
17 Plaintiffs and Aggrieved Employees with accurate itemized wage statements. The wage statements
18 furnished, from time to time, did not accurately reflect their gross and net wages earned, their total hours
19 worked, or the applicable hourly rates in effect during each period and the corresponding number of hours
20 worked at each hourly rate.

21 55. The wage statements, from time to time, did not include the accurate overtime and/or
22 double time rates due to Defendants' failure to include non-discretionary bonuses into the regular rate of
23 pay when calculating overtime and/or double time.

24 56. The wage statements, from time to time, did not include the accurate premium wages due
25 to Defendants' failure to include bonuses into the regular rate of pay when calculating premium wages.

26 57. Due to the missing and/or incorrect information on the wage statements, Plaintiffs and
27 Aggrieved Employees are unable to promptly and easily determine their gross and net wages earned, as
28 well as their total hours worked during the pay period.

59. Defendants failed to accurately record all hours actually worked or spent under their control, failed to record the proper beginning and end of each work period, including meal periods, failed to record the total hours actually worked, to record the total wages actually earned, and the applicable and proper rates of pay.

60. On October 28, 2025, Plaintiffs submitted written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendants informing them of Defendants’ alleged violations of the Labor Code. A true and correct copy of the October 28, 2025, written notice is attached hereto as **Exhibit 1** and is incorporated herein by reference.

61. To date, the LWDA has not provided notice of its intent to investigate the alleged violations.

62. Plaintiffs believe that additional violations may be discovered and therefore reserve their rights to allege additional violations of law as investigation and discovery warrants. In the event Plaintiffs discover additional violations, Plaintiffs will seek to amend the operative complaint.

PAGA DESIGNATION

63. Plaintiffs represent themselves and the following individuals:

Aggrieved Employees

All current and former non-exempt employees of Defendants who were assigned to work for Defendants' clients engaged in a labor dispute inside California during the period commencing on the date that is one year and sixty-five days prior to the filing of the complaint through and including the date judgment is entered. To the extent equitable tolling operates to toll the claims by the Aggrieved Employees against Defendants, the time period should be adjusted accordingly.

64. Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

65. Plaintiffs reserve their right to redefine the group of Aggrieved Employees as permitted by California law.

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66. Pursuant to Labor Code section 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

67. Pursuant to Labor Code section 2699(m), all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five (35%) to the aggrieved employees.

68. During all, or a portion of, the one-year and sixty-five day period before Plaintiffs filed notice of their claims with LWDA, Defendants were Plaintiffs' and all other Aggrieved Employees' employer or person acting on behalf of the Aggrieved Employees' employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

69. Plaintiffs are "aggrieved employees" under the PAGA because they were employed by the alleged violator and personally suffered each of the violations alleged.

70. Plaintiffs exhausted their administrative remedies by submitting written notice to the LWDA and Defendants. See Ex. 1.

71. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. Lab. Code § 2699.3(a)(2)(A).

72. To date, the LWDA has not provided notice its intent to investigate the alleged violations.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiffs, on behalf of the State of California and all Aggrieved Employees, against Defendants and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

73. Plaintiffs re-allege and incorporate by reference all other allegations contained in this Complaint as though fully set forth herein.

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74. Plaintiffs, on behalf of themselves, the State of California, and all Aggrieved Employees, seek to recover civil penalties, injunctive relief, and attorneys' fees and costs through this enforcement action based the following on violations of the Labor Code and/or IWC Wage Order provisions:

- a. Failing to timely pay all minimum and/or regular wages during employment in violation of Labor Code sections 204, 1194, 1197, 1198, and the "Minimum Wage" and "Hours and Days of Work" sections of the Applicable IWC Wage Orders;
- b. Failing to timely pay all overtime wages during employment in violation of Labor Code sections 204, 510, 1194, 1197, 1198, and the "Hours and Days of Work" and "Minimum Wage" sections of the Applicable IWC Wage Orders;
- c. Failing to pay contractual wages during employment in violation of Labor Code sections 221, 223 and 225.5;
- d. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 1198, and the "Meal Periods" section of the Applicable IWC Wage Orders;
- e. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, 1198, and the "Rest Periods" section of the Applicable IWC Wage Orders;
- f. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties in violation of Labor Code sections 201, 202, and 203;
- g. Failing to reimburse for necessary business expenses in violation of Labor Code section 2802;
- h. Failing to furnish accurate itemized wage statements in violation of Labor Code section 226, and the "Records" section of the Applicable IWC Wage Orders; and
- i. Failing to maintain accurate employment records in violation of Labor Code section 1174, and the "Records" section of the Applicable IWC Wage Orders.

75. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek the civil penalty imposed by Labor Code section 210.

76. Labor Code section 225.5 provides that “every person who unlawfully withholds wages due to any employee in violation of Sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek the civil penalty imposed by Labor Code section 225.5.

77. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek the civil penalty imposed by Labor Code section 558.

78. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d). Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek the civil penalty imposed by section 1174.5.

79. Labor Code section 1197.1 imposes a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each

1 underpaid employee for each pay period for which the employee is underpaid for paying or causing an
2 employee to be paid a wage less than the minimum wage. Plaintiffs, on behalf of themselves, the State of
3 California, and all other Aggrieved Employees, seek the civil penalty imposed by Labor Code section
4 1197.1.

5 80. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226,
6 if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil
7 penalty is \$25 per pay period per employee if the employee could promptly and easily determine the
8 information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph
9 (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period
10 if the employee would not be confused or misled about the correct identity of their employer. The civil
11 penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an
12 isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four
13 consecutive pay periods. Plaintiffs, on behalf of themselves, the State of California, and all other
14 Aggrieved Employees, seek the civil penalties described in Labor Code section 2699(f)(2)(A).

15 81. For all provisions of the Labor Code except those for which a civil penalty is specifically
16 provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee,
17 except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the
18 following are met: (a) an agency or court issued a finding or determination to the employer that its policy
19 or practice giving rise to the violation was unlawful within the five years preceding the alleged violation,
20 or (b) the court determines that the employer's conduct giving rise to the violation was malicious,
21 fraudulent, or oppressive. Plaintiffs, on behalf of themselves, the State of California, and all other
22 Aggrieved Employees, seek the civil penalties described in Labor Code section 2699(f)(2).

23 82. Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded
24 injunctive relief in a civil action. Plaintiffs, on behalf of themselves, the State of California, and all other
25 Aggrieved Employees, seek injunctive relief as provided by Labor Code section 2699(k)(1).

26 83. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action
27 brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs.
28

1 Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees, seek
2 attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

3 84. Labor Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section
4 1021.5 also permit the recovery of attorneys' fees and costs. Plaintiffs, on behalf of themselves, the State
5 of California, and all other Aggrieved Employees, seek attorneys' fees and costs as permitted by Labor
6 Code sections 218.5, 226(e)(1), 1194, 2802, and Code of Civil Procedure section 1021.5.

7 85. Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved
8 Employees request further relief as described in the below prayer.

9 **PRAYER FOR RELIEF**

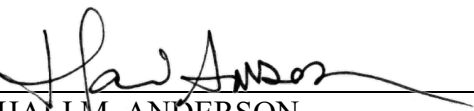
10 Plaintiffs, on behalf of themselves, the State of California, and all other Aggrieved Employees
11 pray for judgment against Defendants as follows:

- 12 a. For any and all civil penalties available for the violations of the Labor Code and
13 applicable IWC Wage Order alleged herein including, but not limited to, civil
14 penalties under Labor Code sections 210, 225.5, 558(a), 1174.5, 1197.1, 2699(f)(2),
15 2699(f)(2)(A), and/or other applicable law;
- 16 b. For injunctive relief pursuant to Labor Code section 2699(k)(1);
- 17 c. For reasonable attorneys' fees and costs of suit to the extent permitted by law,
18 including, but not limited to, Labor Code sections 218.5, 226(e)(1), 1194, 2802,
19 2699(k)(1), Code of Civil Procedure section 1021.5, and the "common fund"
20 theory, the "substantial benefit" theory, the "catalyst" theory and/or other
21 applicable law; and
- 22 d. For any and all other relief as this Court deems just and proper.

23 Respectfully submitted,

24 Dated: January 5, 2026

ARCH LEGAL P.C.

25 By: 
26 HALI M. ANDERSON
27 MONIQUE R. RODRIGUEZ
28 Attorneys for Plaintiffs Akimasia Walker and
Megan Williams

1 Dated: January 5, 2026

SHAKOURI LAW FIRM

2
3 By: /s/ Ashkan Shakouri
4 ASHKAN SHAKOURI
5 Attorney for Plaintiffs Akimasia Walker and
6 Megan Williams
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EXHIBIT 1

October 28, 2025

Attorneys at Law

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VIA ONLINE FILING PORTAL

California Labor & Workforce Development Agency
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Sacramento, CA 95814

VIA CERTIFIED MAIL (RETURN RECEIPT)

Rapid Action LLC dba RapidStaff
221 W College Ave, 2nd Floor
Appleton, WI 54911

Rapid Action LLC dba RapidStaff
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833-3505

TotalMed LLC
221 W College Ave, 2nd Floor
Appleton, WI 54911

TotalMed LLC
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833-3505

**Re: Akimasia Walker’s and Megan Williams’ Wage and Hour Claims
Against Rapid Action LLC and TotalMed LLC**

Dear California Labor and Workforce Development Agency, Rapid Action LLC, and
TotalMed LLC:

Please be advised that Akimasia Walker and Megan Williams (“Claimants”) have retained our firm to represent them for various claims against Rapid Action LLC dba RapidStaff and TotalMed LLC (collectively, the “Companies”).

This letter shall serve as Claimants’ written notice to the California Labor and Workforce Development Agency (“LWDA”) and to the Companies of the alleged violations of the California Labor Code (“Labor Code”) and applicable Industrial Welfare

Graham S.P. Hollis

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Hali Anderson*

Nathan Reese*

Allison Schubert

Alex Kuner

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Monique R. Rodriguez

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Commission (“IWC”) Wage Orders that Claimants claim the Companies, individually and/or collectively, committed against them and other non-exempt employees of the Companies, individually and/or collectively, who were assigned to work for their clients engaged in a labor dispute inside California during the relevant period (“Aggrieved Employees”). Claimants provide this written notice, which includes the facts and theories to support the violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2699.3.

Claimants intend to file a civil action against the Companies, individually and/or collectively, to enforce their rights under the Labor Code and to seek civil penalties and injunctive relief pursuant to the PAGA for the alleged violations. Pursuant to Labor Code section 2699(a), and by way of this notice, Claimants intend to represent themselves and all Aggrieved Employees on behalf of the State of California.

BACKGROUND

TotalMed LLC is a Delaware limited liability company with its principal place of business in Appleton, Wisconsin. TotalMed LLC is the parent company of Rapid Action LLC. Rapid Action LLC is an Illinois limited liability company that does business as RapidStaff. The Companies operate as healthcare staffing agencies providing travel nurses, including for short-term strike assignments at healthcare facilities in California.

Claimant Akimasia Walker resides in Georgia and was employed by the Companies in or around October 2025 as a non-exempt, hourly-paid Registered Nurse to provide relief at Kaiser Permanente facilities in California experiencing a strike. As a Registered Nurse on a strike assignment, Claimant Walker was responsible for providing patient care during 12-hour shifts at assigned facilities. Claimant Walker travels for short-term strike assignments to California approximately three to four times per year for the Companies. She has worked for the Companies on and off for the past couple of years. At all relevant times, Claimant Walker was classified as a non-exempt employee and earned an hourly wage. Claimant Walker was scheduled to work 12-hour shifts. Claimant Walker no longer works for the Companies.

Claimant Megan Williams resides in Tennessee and was employed by the Companies in or around October 2025 as a non-exempt, hourly-paid Registered Nurse to provide relief at Kaiser Permanente facilities in California experiencing a strike. As a Registered Nurse on strike assignment, Claimant Williams was responsible for providing patient care during 12-hour shifts at assigned facilities. At all relevant times, Claimant Williams was classified as a non-exempt employee and earned an hourly wage. Claimant Walker was scheduled to work eight to 12-hour shifts. Claimant Williams no longer works for the Companies.

At all relevant times, the Companies, individually and/or collectively, have employed other Aggrieved Employees in the State of California. Other Aggrieved Employees were classified by the Companies, individually and/or collectively, as non-exempt and earned an hourly wage.

At all relevant times, the policies and practices applicable to Claimants were also applicable to other Aggrieved Employees, unless otherwise stated.

Claimants allege that the Companies, individually and/or collectively, denied them and other Aggrieved Employees the specific rights afforded to them under the Labor Code and the applicable IWC

Wage Order. Specifically, the Companies, individually and/or collectively, failed to pay contractual wages; failed to timely pay all minimum and regular wages during employment; failed to timely pay all overtime and/or double time wages during employment; failed to timely pay all overtime and/or double time wages at the appropriate regular rate of pay during employment; failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failed to timely pay all meal period premium wages at the appropriate regular rate of pay during employment; failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failed to timely pay all rest period premium wages at the appropriate regular rate of pay during employment; failed to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to reimburse for necessary business expenses.

RESERVATION OF RIGHTS

All facts, allegations, and/or legal theories contained within this written notice are asserted on behalf of Claimants, all other Aggrieved Employees, and the State of California. The facts, allegations, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimants' investigation is ongoing, Claimants reserve their right to assert any and all related facts, allegations, and/or theories of liability discovered after the sending of this written notice on behalf of themselves, all other Aggrieved Employees, and the State of California against the Companies and/or other persons that may be discovered after the sending of this written notice. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Companies. Claimants reserve the right to revise these facts and/or add any new allegations, or legal theories, by amending this written notice and/or by adding facts, allegations, and/or legal theories to the subsequent civil complaint.

VIOLATIONS OF THE LABOR CODE AND APPLICABLE IWC WAGE ORDERS

FAILURE TO PAY CONTRACTUAL WAGES DURING EMPLOYMENT

(Labor Code §§ 223 and 225.5)

The Companies have a common practice of failing to timely pay Aggrieved Employees all contractual wages during employment. The Companies made contractual promises with Claimants and the Aggrieved Employees to pay them daily for work performed. Claimants and Aggrieved Employees performed work for the Companies. Although Claimants and Aggrieved Employees performed work for the companies as promised, the Companies failed to pay Claimants and Aggrieved Employees daily as promised in the contract.

The Companies made contractual promises with Aggrieved Employees to pay Claimants and other Aggrieved Employees non-discretionary bonuses, including, but not limited to, early arrival incentives,

inconvenience bonuses, and guarantee pay. Claimant and other Aggrieved Employees performed all of the required terms and conditions, except those from which they were excused from performing. Despite performing the required terms and conditions, the Companies did not pay Claimants and other Aggrieved Employees the earned non-discretionary bonuses.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL MINIMUM AND REGULAR
WAGES DURING EMPLOYMENT**

(Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

The Companies have a common practice of failing to timely pay all minimum and/or regular wages at least twice per calendar month on the dates designated in advance by the Companies during employment. The Companies have a practice of requiring Aggrieved Employees to perform various work tasks for which they are not compensated or for which compensation is delayed in violation of minimum wage requirements.

Specifically, the Companies, from time to time, did not pay, Aggrieved Employees including Claimants for all hours worked, including, but not limited to, time spent on models, onsite induction and orientation, and work performed at their assigned facilities. Also, the Companies, from time to time, failed to pay some Aggrieved Employees, including Claimants, for their work-required commute time and associated wait time, including, but not limited to, commuting between cities, between hotels, between worksites, and between worksites and hotels, which the affected Aggrieved Employees were directed to do by the Companies. For instance, Claimant Walker was assigned to a hotel that was nearly 40 minutes away from her assigned healthcare facility, but she was not compensated for her travel time between the hotel and the worksite. Further, from time to time, Claimants and other Aggrieved Employees had to wait in line to get inside of the healthcare facility. However, the Companies, from time to time, did not compensate Claimants and other Aggrieved Employees for the time they spent waiting to enter the healthcare facility. Moreover, the Companies implemented a faulty timekeeping system that, from time to time, resulted in work hours not being recorded or properly paid.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

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**FAILURE TO TIMELY PAY ALL OVERTIME AND/OR DOUBLE TIME
WAGES DURING EMPLOYMENT**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Orders)

The Companies have common practice of failing to timely pay all overtime and/or double time wages no later than the pay day for the next regular payroll period during employment. As discussed above, the Companies’ practice of failing to compensate Aggrieved Employees, from time to time, for all time worked, including, but not limited to, time spent waiting for transportation, traveling to and from worksites, and waiting to enter facilities, sometimes resulted in Aggrieved Employees working hours in excess of eight hours in a workday and/or forty hours in a workweek without being compensated for those hours.

The Companies have a common practice of failing to properly incorporate the non-discretionary bonuses (whether paid or not) and guarantee pay into the calculation of the regular rate of pay for purposes of paying overtime and/or double time. When Claimant and Aggrieved Employees were paid overtime and/or double time wages for time worked in excess of eight hours in a workday and/or 40 hours in a workweek, the Companies, from time to time, paid them at the incorrect rate of pay because they failed to incorporate the non-discretionary pay and guarantee pay into the regular rate of pay. The Companies, from time to time, artificially lowered the overtime and/or double time rate by excluding certain components from the regular rate calculation.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT MEAL PERIODS**

(Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the “Meal Periods” section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment. Specifically, the Companies, from time to time, failed to provide Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30 minutes before the start of their sixth hour of work, or a second off-duty 30 minute meal period when they work in excess of 10 hours.

The Companies also have a common practice of not paying premium wages for non-compliant meal periods, such as those that were late, short, missed, or interrupted. The Companies, from time to time, did not pay Aggrieved Employees the required one hour of premium wages at their regular rate of pay for each workday that a compliant meal period was not provided. To the extent the Companies, from time to time, paid premium wages for non-compliant meal periods, the Companies paid the Aggrieved Employees at their base rate of pay, rather than their regular rate of compensation. As discussed above, the Companies failed to include all remuneration in the regular rate of pay when calculating meal period premiums. As a

result, Claimant and other Aggrieved Employees were not paid premium wages at the appropriate rate of compensation for non-compliant meal periods.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES FOR NON-COMPLIANT REST PERIODS**

(Labor Code §§ 204, 210, 226.7, 1198, and the “Rest Periods” section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to authorize and permit legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment. The Companies, from time to time, failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant rest periods for every four hours worked or major fraction thereof.

The Companies also have a common practice of not paying premium wages for non-compliant rest periods, such as those that were missed or interrupted. The Companies, from time to time, did not pay Aggrieved Employees the required one hour of premium wages at their regular rate of pay for each workday that a compliant rest period was not provided. To the extent the Companies, from time to time, paid premium wages for non-compliant rest periods, the Companies paid the Aggrieved Employees at their base rate of pay, rather than their regular rate of compensation. As discussed above, the Companies failed to include all remuneration in the regular rate of pay when calculating rest period premiums. As a result, Claimant and other Aggrieved Employees were not paid premium wages at the appropriate rate of compensation for non-compliant rest periods.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**

(Labor Code §§ 200, 201, 202, and 203)

The Companies have a common practice of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. The Companies, from time to time, failed to pay Claimants and other Aggrieved Employees for all time worked, all overtime and/or double time at the appropriate rate of pay, all premium wages for non-compliant meal and rest periods at the appropriate rate of pay, all guarantee pay, and all non-discretionary bonuses upon separation of employment. Aggrieved Employees have yet to be paid, and they have not received any waiting time penalties for the late payment of their wages.

The Companies knew or should have known that Claimants and other Aggrieved Employees were not paid for all wages due and owing upon separation of employment. Claimants intend to pursue all available remedies against the Companies, individually and/or collectively for their violations of the Labor Code on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Labor Code § 226 and the “Records” section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to furnish accurate itemized wage statements. As a direct result of the previously mentioned violations, the Companies, from time to time, failed to furnish Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code. The wage statements issued by the Companies did not correctly reflect their gross wages earned, total hours worked, all deductions, all applicable hourly rates in effect during the pay period, and the corresponding number of total hours worked, as well as the premium wages earned.

Specifically, the wage statements failed to show: (1) the correct total hours worked, due to the failure to record off-the-clock time spent waiting for transportation, traveling to worksites, and waiting to enter facilities; (2) the correct gross and net wages earned, as the Companies failed to compensate Aggrieved Employees for all time worked and failed to timely pay wages as promised; (3) all applicable hourly rates in effect, including, but not limited to, the correct regular rate of pay for overtime and premium pay calculations, as the Companies, from time to time, failed to include non-discretionary bonuses and guaranteed pay in the regular rate of pay when calculating overtime, meal period premiums, and rest period premiums; and (4) premium wages owed for missed meal and rest periods.

These inaccuracies and omissions prevented Aggrieved Employees from promptly and easily determining from the wage statement alone the basis for their compensation. Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

The Companies have a common practice of failing to maintain accurate employment records. As set forth above, the Companies violated their recordkeeping requirements by failing to accurately record the hours actually worked including, but not limited to, the Companies’ failure to record the proper beginning and end of each work period, the meal periods, the total hours actually worked during the pay period, the applicable and proper rates of pay among other things. The Companies’ faulty timekeeping systems resulted in time entries not being properly documented and paid. The Companies failed to accurately record all off-the-clock work, including time spent waiting for transportation, traveling to worksites, and waiting to enter facilities, among other things. The Companies, from time to time, also failed to properly calculate the regular rate of pay for purposes of paying overtime and premium wages because they failed to include non-discretionary bonuses and guarantee pay in the calculation.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES
(Labor Code § 2802)

The Companies have a common practice of failing to reimburse for necessary expenses incurred in connection with employment. The Companies require Claimants and other Aggrieved Employees to use their personal cell phones for work-related purposes, including work-related communications with management, timekeeping through mobile applications, and other tasks essential to their job duties. Despite requiring Aggrieved Employees to use their personal devices for work purposes, the Companies failed to sufficiently reimburse Aggrieved Employees for use of their personal cell phones, including the cost of the device itself and the data plan, for work-related purposes.

Claimants intend to pursue all available remedies against the Companies, individually and/or collectively, for their violations of the Labor Code on behalf of themselves, all other Aggrieved Employees, and the State of California.

CIVIL PENALTIES AND INJUNCTIVE RELIEF FOR VIOLATIONS OF THE LABOR CODE
AND THE APPLICABLE IWC WAGE ORDER

(Labor Code §§ 210, 225.5, 558(a), 1174.5, 1197.1, 2699(f)(2), 2699(f)(2)(A), and 2699(k)(1))

Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code sections 201.3, 203, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

Labor Code section 225.5 subjects any person who unlawfully withholds wages in violation of Labor Code sections 212, 216, 221, 222, or 223 shall be subject to: a civil penalty of \$100 for each failure to pay each employee; a civil penalty of \$200 for each subsequent violation, or any willful or intentional violation, plus 25% of the amount unlawfully withheld.

Labor Code section 558(a) subjects an employer or any person acting on behalf of an employer who violates, or causes to be violated Labor Code sections 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

For violations of Labor Code section 1174 subdivisions (c) and (d), Labor Code section 1174.5 imposes a civil penalty of \$500 for any willful violation.

Labor Code section 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to sections 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.

For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period, per employee, except for violations of Labor Code section 226(a), and \$200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is \$25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is \$25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is \$50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Labor Code section 2699(k)(1) provides that an aggrieved employee may be awarded injunctive relief in a civil action.

As set forth above, the Companies violated the Labor Code and the applicable IWC Wage Order by failing to pay contractual wages; failing to timely pay all minimum and regular wages during

employment; failing to timely pay all overtime and/or double time wages during employment; failing to timely pay all overtime and/or double time wages at the appropriate regular rate of pay during employment; failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; failing to timely pay all meal period premium wages at the appropriate regular rate of pay during employment; failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; failing to timely pay all rest period premium wages at the appropriate regular rate of pay during employment; failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate employment records; and failing to reimburse for necessary business expenses. As a result, the Companies, individually and/or collectively, are liable for civil penalties under the PAGA. The Companies, individually and/or collectively, must also be enjoined from engaging in the violations of law described herein. Claimants intend to pursue all available remedies including, but not limited to, those stated herein for the Companies', individual and/or collective, violations of the Labor Code and applicable IWC Wage Order on behalf of themselves, all other Aggrieved Employees, and the State of California.

**ATTORNEYS' FEES AND COSTS FOR VIOLATIONS OF THE LABOR CODE AND THE
APPLICABLE IWC WAGE ORDER**

(Labor Code §§ 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1))

Labor Code sections 218.5, 226(e)(1), 1194, 2802, and 2699(k)(1) among others, give employees, such as Claimants, the right to recover in a civil action reasonable attorneys' fees and costs.

Under Labor Code section 2699(k)(1), aggrieved employees, such as Claimants, are entitled to an award of reasonable attorneys' fees and costs. Moreover, pursuant to Labor Code section 2699(m), any civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the LWDA and 35% to the aggrieved employees.

Accordingly, the Companies, individually and/or collectively, are liable for attorneys' fees and costs. Claimants have already incurred actual damages, costs, and attorneys' fees, and they will continue to incur such costs as a result of the Companies' unlawful actions. Claimants will pursue all available remedies against the Companies, individually and/or collectively, including those provided under the PAGA, on behalf of themselves, all other Aggrieved Employees, and the State of California to the extent permitted by California law for the violations of the Labor Code and the applicable IWC Wage Order described herein and those that may be later discovered.

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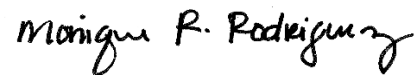
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CONCLUSION

Based on the foregoing, the Companies, individually and/or collectively, have violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimants and other Aggrieved Employees of the rights and protections afforded to them. By submitting this written notice, Claimants have satisfied the prerequisites of the PAGA to serve as representatives of all Aggrieved Employees, the general public, and the State of California. Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimants may elect to initiate and/or amend a civil action, on behalf of themselves, all other Aggrieved Employees, and the State of California, as permitted by the PAGA.

Sincerely,

A handwritten signature in black ink that reads "Monique R. Rodriguez".

Monique R. Rodriguez

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES Branch Name: Stanley Mosk Courthouse Mailing Address: 111 North Hill Street City, State and Zip Code: Los Angeles CA 90012	
SHORT TITLE: AKIMASIA WALKER, et al. vs RAPID ACTION LLC DBA RAPID STAFF, et al. NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 26STCV00185

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: InfoTrack InfoTrack
 Reference Number: 5d9b1072-dd6c-400e-86ef-8a5e8b4cb4c2
 Submission Number: 26LA00014512
 Court Received Date: 01/05/2026
 Court Received Time: 2:43 pm
 Case Number: 26STCV00185
 Case Title: AKIMASIA WALKER, et al. vs RAPID ACTION LLC DBA RAPID STAFF, et al.
 Location: Stanley Mosk Courthouse
 Case Type: Civil Unlimited
 Case Category: Other Employment Complaint Case
 Jurisdictional Amount: Over \$35,000
 Notice Generated Date: 01/06/2026
 Notice Generated Time: 7:42 am

<u>Documents Electronically Filed/Received</u>	<u>Status</u>
Complaint	Accepted
Summons	Accepted
Civil Case Cover Sheet	Accepted

Comments

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: InfoTrack InfoTrack

Contact: InfoTrack InfoTrack

Phone: (844) 340-3096

Superior Court of California
County of Los Angeles
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Receipt EFM-2026-11852238.1

Date: 1/6/26 7:42 AM

Time: 1/6/26 7:42 AM

CASE # 26STCV00185
AKIMASIA WALKER, et al. vs RAPID ACTION

Unlimited Civil- Compt/UD/Pet	435.00
filed >\$35k -	
GC70611,70602.5,70602.6 For	
Court Transaction Fee	2.25
Case Total:	437.25

Total Paid:

437.25

26LA00014512